it has also been criticised, and has been rejected in at least one state. *Northern Pac. R. Co. v. Peterson,* 51 Fed., 182; *Holden v. Fitchburg R. Co.,* 129 Mass., 268. An employer has often been held liable for the negligence of a foreman. *Leiter v. Kinnare,* 68 Ill. App., 558; *Kelley v. Stewart,* 93 Mo. App., 47; *Allison v. Railroad,* 129 N. C., 336. But it would seem that the weight of authority is with the principal case in holding that a foreman is a fellow-servant only. *Reno, Employers' Liability Acts,* Sec. 52, 53; *Pistorres v. Am. Can Co.,* 119 Fed., 496; *Southern Ind. Ry. Co. v. Martin,* 160 Ind., 280; *Moore v. McNeill,* 54 N. Y. Supp., 956. So even the express direction of the foreman will not give a right of action, unless such direction was authorized by the master. *White v. Eidlitz,* 46 N. Y. Supp., 184; *Watts v. Hart,* 7 Wash., 178.

NEGLIGENCE—LIABILITY OF MANUFACTURER—IMMINENTLY DANGEROUS MACHINE.—OLDS MOTOR WORKS V. SHAFFER, 140 S. W., 1047 (KY.).—*Held,* that an automobile is such an imminently dangerous machine as to entitle persons, other than the owner, to recover damages from the maker for injuries occasioned by its defective construction.

One who sells and delivers to another an article intrinsically dangerous to human life or health, without notice to the purchaser of the danger, is responsible to any person who is, without fault on his part, injured thereby. *Thomas v. Winchester,* 6 N. Y., 397; *Waiser v. Holzman,* 33 Wash., 87. And the maker of such an article owes a duty to the public to exercise great care that it be not unnecessarily dangerous. *Standard Oil Co. v. Murray,* 119 Fed., 572; *Devlin v. Smith,* 89 N. Y., 470. Nor does this duty depend on privity of contract. *Thomas v. Winchester, supra; Weiser v. Holzman, supra.* But if the manufacturer has used proper care, no liability attaches to him. *Favo v. Remington Arms Co.,* 73 N. Y. Supp., 788. On the other hand, where the article is dangerous through a defect, the person supplying it is not liable to one with whom he has no contractual relation, unless it is also imminently dangerous in kind. *Loop v. Litchfield,* 42 N. Y., 351; *McCaffrey v. Mossberg, Etc., Co.,* 23 R. I., 381; *Goodlander Co. v. Standard Oil Co.,* 63 Fed., 400. And the weight of authority seems to be that an automobile is not an imminently dangerous machine. *Hartley v. Miller,* 165 Mich., 115; *Jones v. Hoge,* 47 Wash., 663; *McIntyre v. Orner,* 166 Ind., 57; *Steffen v. McNaughton,* 142 Wis., 49. But *Ingraham v. Stockamore,* 118 N. Y. Supp., 399, holds the contrary.

PAYMENT—RECOVERY—MISTAKE OF LAW.—LEACH V. COWAN, 140 S. W., 1070, (TENN.).—*Held,* that a payment of money under a mistake of law may be recovered, where it would be unconscionable for the party who obtains the advantage in such transaction to retain it; but though there was a clear mistake of law, yet if the party benefited may retain the advantage in good conscience, neither a court of law nor of equity will give relief.

The rule in most jurisdictions seems to be that a voluntary payment under a mistake or ignorance of the law, but with full knowledge of all the facts, or means of such knowledge, and not induced by fraud or